# 12-12020-mg Doc 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I. **CERTERHIM TO OF NON-REFERRAL**

Date:

MARCH 30TH, 2007

Borrower Name: PERRY GOERNER
Property Address: 12 WANTAGE SCHOOL ROAD SUSSEX, NJ 07461
You have applied to refinance one or more existing liens, or for a second lien, on your primary residence with <a href="KENSINGTON FINANCIAL SVCS LLC">KENSINGTON FINANCIAL SVCS LLC</a> In conjunction with your application for a loan, please complete and sign this Certification. A postage-paid return envelope has been provided for your convenience. Receipt of this form is required before HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) can proceed with your loan application.
The undersigned hereby certifies to HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) and any holder of the loan:
1. The purpose of the loan is (check one or more):
Home Improvements Debt Consolidation Investment Opportunity
Home Purchase Personal Expenses (College Tuition, Medical Expenses, etc.)
Other - Describe:
2. I/We contacted the Broker as a result of (check one or more):
Seeing or hearing the Broker's advertisements Visiting the Broker's website
Obtaining loans from the Broker in the past Personal referral by friend or family member
Referral by Home Improvement Contractor
Other - Describe:
By signing this Certification, I/We swear that the above statements are true.
Borrower PERRY GOERNER Date
Borrower Date
Borrower Date

WHEN COMPLETED AND SIGNED, RETURN THIS FORM IN THE ENCLOSED POSTAGE-PAID ENVELOPE

Date

Borrower

Loan Number:

047-332935-7

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# CERTIFICATE OF WIRE TRANSFER INFORMATION

RE: LOAN NUMBER: 047-332935-7 BORROWERS NAME: PERRY GOERNER
REPETITIVE WIRE CODE NUMBER: (for Lender use only)
BENEFICIARY OF FUNDS:
ORDER NUMBER: 71034CPN
ESCROW NUMBER: 71034CPN
ADDITIONAL INSTRUCTIONS:
FOR FURTHER CREDIT:
ADDRESS:
ACCOUNT NUMBER:
BANK INFORMATION:
BANK NAME:
ADDRESS:
ABA/ROUTING NUMBER:
SPECIAL INSTRUCTIONS:
I CERTIFY THE ABOVE INFORMATION IS CORRECT AND WE REQUEST YOU FUND BY WIRE TRANSFER AS DETAILED ABOVE.
BY:, ESCROW OFFICER/TITLE OFFICER
(MUST BE SIGNED)
Note: If attaching separate wire instructions to this sheet, please place on letterhead from your company or supply an authorized signature.

\*\*\*WE WILL WIRE FUNDS ONLY TO TITLE COMPANIES AND NOT TO INDEPENDENT ESCROW AGENTS\*\*\*

## CLOSED EXHIBIT TRANSMITTAL

Homecomings Financial
One Meridian Crossing, Ste. 100
Minneapolis MN 55423
888 368-3686

Borrower: PERRY GOERNER
Loan #: 047-332935-7

From:	<u>CRESCENT LAKE SE</u>	TTLEMENT
	585 STEWART AVE.	SUITE 505
	CADDEN CITES NO	33530

 Your File Number:
 71034CPN

 Your Phone Number:
 516-222-2017

Your Fax Number: 516-222-2315

Closed loan package is to be returned to HFN at the above address within 48 hours of disbursement.

Do not use regular mail. This transmittal form must be completed and must accompany the executed loan package when returned to HFN. Please stack the documents in the order below and include specifically the original and number of copies and/or certified copies specified below. Indicate all documents being returned with an "X" on the appropriate line below.

The following documents are to be signed and returned with the closed package:

	Sent		Returned	ſ	
(		)	(	HUD-1 Settlement Statement	Original + 1 certified copy
(	X	)	(	Real Estate Tax Certification	Original + 1 copy
(	Х	)	(	First Payment Letter	Original + 1 certified copy
(	X	)	(	Note/Addendum to Note	Original + 1 certified copy
(	X	)	(	Mortgage/Deed of Trust & Riders	2 certified copies
(		)	(	Corporate Assignment of Mortgages	2 certified copies (seal legible)
(		)	(	Master Insurance (Condo/PUD)	Original + 1 copy
(		)	(	Hazard/Windstorm Insurance/Paid Receipt	Original + 1 copy
(		)	(	Flood Insurance/Paid Receipt	Original + I copy
(	X	)	(	Lender's Closing Instructions	Signed Original + 1 copy
(		)	(	Warranty Deed	1 certified copy
(	X	)	(	Truth in Lending	Original
(	X	)	( )	Affidavit of Occupancy	Original
(	X	)		W-9's	Original
(	X	)		- K	Original
(	X	)		Document Agreement	Original
(	X	)	( )	Notice to Borrower (Flood)	Original + 1 copy
(		)	( )	Escrow Waiver	Original + 1 copy
(		)	( )	Anti-Coercion	Original
(	X	)	( )	Borrower(s) Authorization & Certification	Original
(		)		Power of Attorney	2 Certified copies
(		)		Residential Loan Application (1003)	Original + 1 certified copy
(	X	)	( )	Same Name Affidavit(s)/Legal Signature Cert	Original + 1 copy
(		)	( )	1040's - Original Signature	Original copy signed
(		)	( )	Survey/Affidavit	2 Originals, sealed
(		)	( )	Form 4506	Original
(		)	( )	Title Commitment	Original & Endorsement (must be signed)
(	Х	)	( )	Disclosure(s) - Program & Servicing	Original
(		)	( )	Appraisal Disclosure	Original
(		)	( )		
(		)	( )		
(		)	( )		
(		)	( )		
(		)	( )		

	Initial	Escrow A	ccount D	isclosure S	Statement	
	3/30/2007 ne and Address	Loan Number:	047-332935-7	Cas	e Number:	
10 Page 11 W	THE BIND PAGETHESS. DMECOMINGS FINANCIAL IMITED LIABILITY COMM	LLC CF/K/A HOMEG	OMINGS FINANCIA	E NETWORK, INC.)		Strate and
	SYLVAN WAY, SUITE AT BRSIPPANT, NJ 07054	The state of the s				
V-0	ber: <sub>973-829-1100</sub>			<u>.                                    </u>		
Borrowers: PE	RR I GUERNER		12 (12)	perty Address; Marrage school Rom		
		18 mg	SUS	EX. NJ 07461		10 (10 P dz. 7 1987)
Mailing Addres	SS: 2 WANTAGE SCHOOL ROAD				1	
	JSSEX, NJ 07461	•				
This is ar to be made fro	n estimate of activi om your account.	ty in your escro	w account du	ring the coming	year based on	payments anticipated
Month (or Period)	Payments to	CONTRACTOR OF STREET	nts from	Descrip	dan e	Escrow Account
Philippin seems and substitution	Escrow Accou	int Escrow	Account			Balance
Initial Deposit:	and the same of th					891.09
06/01/2007 07/01/2007	555.09	0.00				1446.18 13 2001.27
08/01/2007	555.09 555.09	1497.27	d	TY TAX(1497.27)		2556.36 1614.18
10/01/2007 10/01/2007	555.09	672200 0.00		KZ INSTOZZAGO		7 <b>4976-27</b> 2052.36
12/01/2007 12/01/2007	555.09	7 <b>49762</b> 7 0.00		TY THICKY, Z.		111 <b>05.18</b> 5 3 1665.27
02/01/2008 02/01/2008	555.09	1497,27	C	TY TAX(1497.27)		2220.36 s.; 1278,18
03/01/2008 04/01/2008	555 <u>6</u> 09 555.09	0.00				7833.ZA 38 2388.36
200 025 (2007 ± V						
		S. W. Faker			(G087)	The second secon
(PLEASE KEEP END OF THE E	THIS STATEMENT SCROW ACCOUNT	FOR COMPARI	SON WITH TI	HE ACTUAL ACT	IVITY IN YOU	R ACCOUNT AT THE
	CONCUPATION ACCOUNT	INVECTORING COMPUTA				
X Your				hion selected by		1,110.18
	monthly 254.97 V	mortgage pay vill be for principa	yment for the al and interest	coming year will t and \$	be \$ ;	of will go into your
Your first	ı					
which \$	nt. The terms of y	vill be for princing	al and interest	the coming year t and \$ jes to the month		of will go into your nd interest payments
503R (9502)	-	VMP MO	RTGAGE FORMS - (BO	0}521-7291		2/95
-						2195



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Lender: HOMECONTING PINANCIAL FOOCF4579 GCOMING OF A 13:33:43 Exhibit I.
         9 SYLVAN WAY, SUITE 100
                                                       Exhibit 3 Cosing Deptors Ob 265 APRIL 4, 2007
         PARSIPPANY, NJ 07054
                                                                  Lock Expiration Date: APRIL 16, 2007
  Phone: 973-829-1100
                                                                  Loan No.:
                                                                                 047-332935-7
  To:
         CRESCENT LAKE SETTLEMENT
                                                                  App. No.:
         585 STEWART AVE, SUITE 505
                                                                  Order No.:
                                                                                 71034CPN
         GARDEN CITY, NY 11530
                                                                  Escrow/File No.: 71034CPN
  Phone: 516-222-2017
                           Fax: 516-222-2315
                                                                  Funder Name: April Mounce-Cortez
  Attn: MICHAEL
                                                                  Phone No.:
                                                                                 973 829-1100
  Re: Borrowers(s): PERRY GOERNER
                                                                  Fax No.:
                                                                                 (973) 829-1900
                                                                  APN#1: BLOCK: 43 LOT: 7.18
                                                                  APN #2:
                                                                  Broker Name:
                                                                                 KENSINGTON FINANCIAL SVCS
       Property Address: 12 WANTAGE SCHOOL ROAD
                                                                                 LLC
                       SUSSEX, NJ 07461
                                                                  Broker Phone:
                                                                                201-818-6767
                                SPECIFIC CLOSING INSTRUCTIONS
  The HUD-1 must be faxed to April Mounce-Cortez
                               at
                                                     prior to scheduled closing for review and approval.
  Refer to Page 2 for listing of documents to be faxed prior to disbursement.
 LOAN TERMS:
  Loan Amount: $
                  322,500.00
                                                    Refinance with Cash Out
  Sales Price:
               $
                   N/A
 Interest Rate:
                      7.5000%
 Monthly P&I: $
                     2,254.97
                                                    Property Type: SFR
 First Payment Date: MAY 1, 2007
                                                   Last Payment Date: APRIL 1, 2037
 FEES AND COSTS (List Fees on line of HUD-1 as indicated below):
                                                                                POC
* Fee is not deducted from the wire amount. At closing, collect from the borrower and disburse directly to broker.
**Fee is not deducted from the wire amount; this fee will be paid by the lender to a third party vendor outside of closing.
 Broker Fee from HF to Broker:
 (show as POC on HUD-1; use exact language; amount will be included in wire amount)
                                                                                    $ 3,695.85
  801 ORIGINATION FEE TO LENDER:
  802 DISCOUNT FEE TO LENDER:
  817 BUYDOWN:
  808 BROKER 0.8750% ORIG /0 % DISCOUNT
                                                  2,821.88
  803 APPRAISAL FEE TO BROKER
                                                     275.00
                                                                             275.00
  804 CREDIT REPORT FEE TO BROKER
  805 LENDER INSPECTION FEE
  810 COMMITMENT FEE TO HE
                                                     665.00
* 811 BROKER APPLICATION FEE TO BROKER
                                                     450.00
 813
 814
 815
 816
 902
** Flood Cert fee paid to First American Flood Data Services to be shown as POC
** Tax Service fee paid to First American Real Estate Tax Vendor to be shown as POC
                                                                               6.00
PER DIEM INTEREST:
From: 04/04/2007 To: 04/01/2007
          -3
                 days at $ 66.2671 per day
                                                  901 Subtotal of Per Diem Interest:
                                                                                        -198.80
IMPOUNDS/ESCROWS:
Impound/Escrows will be net-funded from the loan proceeds.
 1001 Hazard Insurance
                                 month(s) at
                                                       56.00
                                                                per month = $
                                                                                 504.00
 1002 Mortgage Insurance
                                  month(s) at
                                                                per month = $
 1003 City Taxes
                                  month(s) at
                                                                per month = $
 1004 County Taxes
                                 month(s) at
                                                               per month = $
 1005 Annual Assessment
                                                                                 998.18
                                  month(s) at
                                                               per month = $
 1006 Flood Insurance
                                 month(s) at
                                                               per month = $
 1007
                                 month(s) at
                                                               per month = $
 1008
                                 month(s) at
                                                               per month = $
                                          1009 Aggregate Escrow Adjustment = $
                                                                                 -611.09
                                                  Impound Subtotal:
                                                                                     $
                                                                                         891.09
Net Wire Amount
                                                                                          324,838.56
The borrower(s) are only to be charged fees at closing which are disclosed (in break out form) on the HUD-1
Settlement Statement.
                                                Page 1 of 5
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LENDER'S CLOSING INSTRUCTIONS MFCD6061 (10/2006)

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IF YOU ARE MADE AWARE THAT THIS LOAN WILL NOT BE CLOSING, IMMEDIATELY NOTIFY HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) FOR THE CANCELLATION OF FUNDS.

#### PAYOFF CONDITIONS:

It is a condition to the funding of this loan that the following payoffs be made through this closing. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff:

M120 - The following debts are to be paid through escrow: ASC \$178,394.14 WACHOVIA \$46,310.08

תוועה	JUNAL CO	NDITIONS TO BE SATISFIED PRIOR TO DISBURSEMENT OF LOAN PROCEEDS.

- NO COURIER OR WIRE FEES ON HUD. CLS1 -YSP CANNOT APPEAR ON HUD. MUST BE SHOWN AS BROKER FEE FROM HF TO BROKER. TAXES TO BE PAID AT CLOSING OR AS POC ON HUD. (2nd QTR. 05-01-2007)
- PLEASE PUT FAX, COURIER, WIRE, COPY, E-DOC, E-MAIL, AND FAX FEES AS CLS2 -"MISC. OFFICE FEES".
- CLS3 -FAX PRE-LIM HUD PRIOR TO CLOSING WITH COVERSHEET. \*\*\* CRITICAL DOCS MUST BE FAXED AFTER CLOSING. \*\*\*
- CLS4 -JUDGEMENTS AND LIENS MUST BE FAXED AFTER CLOSING.
- CLOSING AGENT Please ensure legal description and any riders are attached to CLSA -
- and recorded with Security Instrument and returned with certified copies. Q300 -Initial 1003 signed and dated. Effective with all applications dated on or after January 1, 2006, brokers are required to use FNMA 1003 with a revision date of July 2005. All previous 1003 forms are obsolete.
- Q301 Final typed 1003-Broker to provide at closing-Borrower to sign all pages. Loan amt & int rate must match final approval & rate lock. Effective 01/01/06 1003 revised 07/05 required. Borrowers to sign top of page 1 if joint credit.
- Q726 Closing Agent to separate FACTA disclosures and distribute to the appropriate borrower(s).

### **LOAN DOCUMENTS:**

Deliver one (1) copy of all loan documents to the borrower(s); deliver one (1) copy of the Federal Truth-in-Lending Disclosure Statement to each borrower. The following documents must be faxed to April Mounce-Cortez

to disbursement:	at (3/3) 629-1900 for review prior
(X) Note (X) DOT/Mortgage (1st, signature/notary pgs. & riders) (X) HUD-1 (X) Final TIL Disclosure (signed) () () () () () () ()	<ul> <li>(X) Rescission Notice / Notice of Right to Cancel</li> <li>(X) Hazard Insurance Policy/Binder showing correct mortgage address</li> <li>() Note Allonge to HFN</li> <li>() Assignment</li> <li>()</li> </ul>
	FUNDING NUMBER:

For table-funded loans, the funding number assigned by HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) must be written above. These instructions must be returned in the closing package. Failure to comply with these instructions may result in funds being withdrawn, even

#### HAZARD INSURANCE:

- The Borrower(s) must provide satisfactory evidence of hazard insurance coverage and flood insurance coverage if the Property is located in a special flood hazard area. Policies which exclude (in whole or in part) for loss caused by windstorm, hail, explosions, riots, civil disturbances, aircraft, vehicles and smoke damage, will only be acceptable when accompanied by a separate policy or endorsement which provides adequate coverage.
- Dwelling coverage requirements refer to Insurance Requirements form included with documents. 2.
- 3. Loss payee/mortgagee clause to read:

Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.) its successors and/or assigns P.O. Box 100585 Florence, SC 29501-0585

HUD-1 SETTIFEMENT 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I.

The final HUD-1 Settlement Statement must be completed at settle the three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement Statement must be completed at settle three final HUD-1 Settlement must be completed at settle three final HUD-1 Settlement must be completed at settle three final HUD-1 Settlement must be completed at settle three final HUD-1 Settlement must be completed at settle three final HUD-1 Settlement must be completed at settle three final HUD-1 Settlement must be completed at settlemen disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur, documents may need to be re-drawn and re-signed. Any changes to HFN-approved HUD-1 require written re-approval from HFN.

Closing Agent Fee Disclosed \$ 1,900.00 . If this amount is higher, you must contact: April Mounce-Cortez at 973 829-1100 prior to disbursement for corrected disclosures.

## **CLOSED LOAN TRANSMITTAL:**

All original documents, with the exception of those to be recorded (Security Instrument, Riders, Assignment(s), Grant Deed, Quit Claim Deed, Power of Attorney, etc.) must be express mailed or hand-delivered within 48 hours of disbursement to:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) One Meridian Crossing, Ste. 100 Minneapolis MN 55423 ATTN: Post-Closing Department Mail Code 03-06-40

Please return certified copies of those documents that are to be recorded.

All recorded documents and the final Title Policy must be forwarded within 30 days of disbursement to: HOMECOMINGS FINANCIAL, LLC (F/E/A HOMECOMINGS FINANCIAL NETWORK, INC.) One Meridian Crossing, Ste. 100

Minneapolis MN 55423

ATTN: Final Docs Department Mail Code 03-06-35

An original Certified County Copy (document certified by the county recorder) may be sent as an alternative to the original if the county takes longer than 30 days to return recorded documents.

If recorded documents are to be returned with the closing package, please place recorded documents in a separate envelope and firmly attach to the top of the closing package.

We are actively engaged in the secondary marketing of our loans. Failure to forward the loan closing documents and to meet other requirements herein within 48 hours of disbursement, or as otherwise specifically set forth herein, may result in damage to us. Your willingness to undertake settlement constitutes your agreement to compensate us for all costs and damages, including recording fees and attorney's fees we may suffer as a result of your failure to comply fully with the requirements

You are authorized to proceed with the loan closing ONLY when you have in your possession all items specified in the Specific Loan Closing Instructions and you are in a position to deliver all documents specified in these instructions EXCEPT the original mortgage/deed of trust, riders and assignment(s) attached thereunto and the final title policy to this office within 48 hours of disbursement. If any documents are altered or you are unable to comply with these instructions in any way, or; if you become aware that any of the representations made by this borrower(s) are untrue, you must immediately notify HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) and may not close this loan without their expressed written consent.

## TITLE INSURANCE REQUIREMENTS:

You are authorized to use funds for the account of the Borrowers and to record all instruments when you comply with the

- 1. THIS LOAN MUST RECORD IN FIRST LIEN POSITION PRIOR TO THE LOAN APPROVAL EXPIRATION DATE NOTED ABOVE. PROVIDE DUPLICATE ORIGINALS OF THE ALTA TITLE POLICY
- 2. Vesting to read: PERRY GOERNER
- 3. ALTA Title Insurance Policy must insure: Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender, its successors and assigns. (Policy to reflect Lender's name as shown in the security instrument.)
- 4. ALTA/CLTA/TLTA Title Policy required on all first mortgages, all second mortgages greater than \$100,000 and all second mortgages recording in first lien position. A limited coverage policy is acceptable on second mortgage loans recorded in second position provided the loan amount is \$100,000 or less. All Title Policies must contain the following endorsements (or their equivalents):
  - ° ALTA 8.1/LTAA 3R/PA 900/T-36 Environmental
  - ALTA 9.0/CLTA 100/PA 100 and PA 300/CLTA100.29/T-19, Restrictions, Encroachments, Minerals
  - ° ALTA 4/CLTA 100.13, 115 and 116.2/TIRSA 4/PA 800/NM 50/T-28, Condominium, if property is a condo
  - ALTA 5/CLTA 100.13 and 115.2/TIRSA 5.1/PA 801/NM 50/T-17, Planned Unit Development, if property is
  - ALTA 7/T-31, Manufactured Housing Unit, if property is a manufactured home
  - ° ALTA 6 or 6.1/CLTA 111.5/PA 710/T-33, Variable Rate Mortgage, if loan is an ARM
  - ° ALTA 6.2/CLTA 111.8/TIRSA 6.2/PA 710-6.2/T-33.1, Variable Rate Mortgage Negative Amortization, if loan has a negative amortization feature
  - ° CLTA 116 if property state is California
  - ° CLTA 111.9 if property state is California and loan has a balloon feature
  - ° NM 11 if property state is New Mexico and property is single family residence
  - ° NM 50 if property state is New Mexico and property is a multi-unit

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Special note for single-family residences in Nev Extendo HIB Odition of cotaming 5NM Form 11 Multipurpose Endorsement, delete exceptions B-2 (easements), B-3 (encroachments), and B-7 (unpatented mining claims). B-2 and B-3 can be deleted by providing a survey that shows boundary lines and property improvements.

Notice to Closing Agent: All non-standard endorsements that apply to this loan transaction must also be added to the final title insurance policy.

- 5. ALTA/CLTA/TLTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters with the exception of the following:
  - The lien of our loan in the amount of \$322,500.00, or in the amount of the maximum negative amortization allowable on the lien (110% for negative amortization loans in New York State, or 115% for negative amortization loans in any other state), on the property described herein showing the Instrument or Document Number and the date of recording of the Security Instrument;

All judgments and liens must be paid off, subordinated or insured over. Homecomings Financial will not question title on the grounds that title is subject to the following exceptions:

- Customary public utility subsurface easements, the location of which are fixed and can be verified, providing that the exercise of rights of easement will not interfere with the use and enjoyment of any present improvements on the Mortgaged Premises or proposed improvements upon which the appraisal or Loan is based.
- Above-Surface public utility easements that extend along one or more property lines for distribution purposes or along the rear property line for drainage, as long as they do not extend more than 12 feet from the property lines and do not interfere with any of the buildings or improvements or with the use of the Mortgaged Premises
- Any encroachment on an easement for public utilities by a garage or any other improvement, except those improvements that are attached to, or are a portion of the main dwelling structure, provided this encroachment does not interfere with the use of the easement or exercise of rights or repair and
- Cost, minimum dwelling size, use, building materials or setback restrictions as long as their violation will not result in the forfeiture or reversion of the title or lien of any kind for damages, or have an adverse affect on the fair market Value of the Mortgaged Premises.
- Mutual easement agreements that establish joint driveways or party walls constructed on the Mortgaged Premises and on an adjoining property, as long as all future owners have unlimited and unrestricted use of them.
- Encroachments of one foot or less on adjoining property by eaves or other overhanging projections or by driveways, as long as there is at least a ten foot clearance between the buildings on the Mortgaged Premises and the property affected by the encroachments.
- Encroachments on the Mortgaged Premises by improvements on adjoining property where these encroachments extend one foot or less over the property line of the Mortgaged Premises, have a total area of 50 square feet or less, do not touch any buildings and do not interfere with the use of any improvements on the Mortgaged Premises or the use of the Mortgaged Premises not occupied by improvements.
- Encroachments on adjoining properties by hedges or removable fences.
- Outstanding oil, water or mineral rights customarily waived by other lenders are acceptable, as long as they will not result in damage to the Mortgaged Premises or impair its use for residential purposes.
- Liens for real estate or ad valorem taxes and assessments not yet due and payable.

### SECONDARY FINANCING:

Secondary financing in the amount of \$

0.00 has been approved.

## GENERAL CLOSING INSTRUCTIONS

Do not close or fund this loan unless ALL conditions in these closing instructions and any supplemental closing instructions have been satisfied. The total consideration of this transaction except for our loan proceeds and approved secondary financing must pass to you in the form of cash. Do not close or fund this loan if you have knowledge of a concurrent or subsequent transaction which would transfer the subject property.

You must follow these instructions exactly. These closing instructions can only be modified with our advance written approval. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us in writing to the contrary within 48 hours of your receipt hereof or if you disburse any funds to or for the account of the

## **EXECUTION OF DOCUMENTS:**

- Each Borrower must sign all documents exactly as his or her name appears on the blank line provided for his or her signature. All signatures must be witnessed if required or customary. All signature acknowledgements must be executed by a person authorized to take acknowledgements in the state of closing.
- Any correction or change to loan documents must be approved in writing by us in advance. No whiteout permitted. Approved deletions should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.
- All Powers of Attorney must be specific and must be provided to and approved by us in advance. If approved, the Power of Attorney must be recorded in the same county(ies) in which the Security Instrument is recorded, a certified copy provided to us.

#### RESCISSION:

If the transaction is subject to rescission, provide each Borrower and each person having any ownership interest in the security property (borrowing and non-borrowing parties) with two (2) copies each of the completed Notice of Right to 12-12020-mg Doc 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I.

Cancel and one (1) copy each of the Truth-in-Lending Etathicial Be Truth In-Lending Statement must be executed by all borrowers and the Notice of Right to Cancel must be properly completed (including all dates) and each Borrower and person given a Notice of Right to Cancel must execute an acknowledgement of receipt prior to copies being distributed. Your failure to properly complete and provide the Notice of Right to Cancel and Truth-in-Lending forms to each person entitled to receive the forms will delay this closing.

- No Borrower or other person having an ownership interest in the Security Property may modify or waive his or her right to rescind without our prior written consent. There are no exceptions to this policy.
- If any Borrower or other person having an ownership interest in the Security Property indicates that he or she
  wishes to cancel this transaction, contact us immediately for further instructions.

#### SURVEYS:

- 1. A valid survey dated within 90 days of closing is required in areas where surveys are customary.
- The survey must contain all relevant and customary information and certifications and the legal description lot size and street must agree with the appraisal and closing documents.

## ADDITIONAL INFORMATION:

If for any reason this loan does not close within 24 hours of your receipt of funds, immediately return all documents to Lender and wire all funds only to:

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) 9 Sylvan Way, Suite 310 Parsippany, NJ 07054

Closing agent to notify the lender in writing prior to closing the loan if title to the subject property has changed hands within the past 180 days. Closing agent to notify lender if the agent has knowledge of previous, concurrent, or subsequent transactions involving the borrower(s) or subject property.

If you have any questions regarding any of these instructions, please contact:

April Mounce-Cortez
at 973 829-1100 . Ext.

ACKNOWLEDGED:	
Settlement Agent	Pote

## NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

Lender HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) 9 SYLVAN WAY, SUITE 100 PARSIPPANY, NJ 07054 973-829-1100

Consumer Reporting Agency Contact Information

Equifax P.O. Box 740241 Atlanta, GA 30374-0241 (800) 685-1111

Trans Union
P.O. Box 1000
Chester, PA 19022
(800) 888-4213

Experian P.O. Box 2002 Allen, TX 75013 (888) 397-3742

MFCD6231 (09/2006) / 047-332935-7

Page 1 of 2

12 WANTAGE SCHOOL ROAD WANTAGE TWP, NJ 07461

Fold Line

## Your Credit Score Information Summary

Your Credit Score	Provided By	Credit Score Date	Scoring Model Thea	Possible Scord Range
687	Equifax	02/27/2007	Beacon 5.0	300-850
Key Factors Aff	ecting Score			300-850

- (38) Serious delinquency, and public record or collection filed
- (18) Number of accounts with delinquency
- (41) Too many inquiries last 12 months
- (6 ) Too many consumer finance company accounts

Your Credit Score	Provided By	Credit Score Date	Special Manager	ed Possible Score Range	300
682	Experian	02/27/2007	FICO II		
Key Factors Aff	ecting Score		F1CO 11	360-840	_

- (38) Serious delinquency, and public record or collection filed
- (18) Number of accounts with delinquency
- (10) Proportion of balances to credit limits on bank/national revolving or other revolving accounts is too high
   (20) Time since derogatory public record or collection is too short
- (\* ) Number of Inquiries Adversely Affected the Score

Fold Line

Your Credit Score	Provided By	Credit Score Date	Scoring Model Title	Possible Score Range
693		02/27/2007	PICO Classic 98	336-843
Key Factors Affe	ting Score			

- Act racture Attecting Score (38) Serious delinquency, and public record or collection filed
- (18) Number of accounts with delinquency
- (10) Proportion of balances to credit limits on bank/national revolving or other revolving accounts is too high
   (2) Level of delinquency on accounts
- (\* ) Number of Inquiries Adversely Affected the Score

Your Credit Score Provided I	Sy Credit Sc	ore Date   Scoring Model Used	
Key Factors Affecting Score		copting moder usen	Possible Score Range
( )	•	,	
( )			
( )		•	•
( )			
( )			

	Your Credi	f Score Provided By		Was Seeding	
1	_		Section Section	Ann Scoring Model Used	Possible Score Range
Į	Key Facto	ors Affecting Score			
+	( )				
	( )				
,					
,	,				

Your Cre	dit Score Provided By	Credit Score Date	Scoring Model Used	Description of the second
Key Fa	ctors Affecting Score			a comit pears Range
( )				
( )			•	
( )				
( )				

## 12-1202 TR STOC PAY 9 TO 17 N 18 Tripred 08/08/13 13:33:43 Exhibit I.

		MARCH 30. 2007
		Date
		047-332935-7 Loan Number
Dear Borrower:		
We wish to take this opportu HOMECOMINGS FINANCIAL your loan.	nity to welcome you as a customer o , NETWORK, INC.) and to provid	f HOMECOMINGS FINANCIAL, LLC (F/K/A le you with the following information regarding
In accordance with the terms MAY 1, 2007. All succeed	of the Note and Mortgage, your firsting payments are due and payable or	t monthly payment is due and payable on or before
Your initial monthly paymen		
R	Nonthly Principal and Interest:	
,, V	Monthly Property Tax Deposit:	\$ <u>2.254.97</u>
	Monthly Hazard Insurance Deposit:	\$ <u>499,09</u>
T.	Nonthly Annual Assessment Amount:	\$ 56.00
n.	fonthly Flood Insurance Deposit:	\$ <u></u>
n.	fonthly Mortgage Insurance Deposit:	\$
	country intortgage insurance Deposit:	\$
		\$
		\$
		\$
	and latetation and a	
1	otal initial Monthly Payment:	\$ <u>2810.06</u>
You will be provided with mo has not arrived by the time you wheck to the address indicated	onthly payment coupons for your con ou need to make your payment, pleas i. Our mailing address for all corres	venience. However, if your initial payment coupon e detach and mail the coupon below along with your pondence is:
Homecomings Financial, LI P.O. Box 890036 Dallas, TX 75389 800-206-2901	C (f/k/a Homecomings Financial No	etwork, Inc.)
Please provide us with the fol	you on any omer matters or mit	assure timely receipt of your monthly mortgage billing tortance. Please sign below and return to the mailing
	(* Indicate mailing address <u>after</u> loan settle	ement)
ity, State & Zip Code		
resent Telephone Number (i		
•	······································	
and correct and further agree mail, return receipt requested, he holder of the Note or any	to notify the holder of service of the to the above referenced address.	han the address of the Property indicated on the Deed 'We certify the above mailing information to be true note immediately of any change of address by certified to other knowledge, whether actual or constructive by fficient to put the holder of the Note on notice of any
hange of Borrower(s) mailing	, address and/or telephone number.	
hange of Borrower(s) mailing	-Borrower	-Borrowe
hange of Borrower(s) mailing	terephone number.	-Borrowe
hange of Borrower(s) mailing	-Borrower	-Borrowe
nange of Borrower(s) mailing	-Borrower	-Borrowe
nange of Borrower(s) mailing PERRY GOERNER  AME: PERRY GOERNER	-Borrower	-Borrowe  DUPON  LOAN NUMBER: 047-332935-7
PERRY GOERNER  AME: PERRY GOERNER  MOUNT: \$2,810.06	-Borrower -Borrower  FIRST PAYMENT &	-Borrowe  DUPON  LOAN NUMBER: 047-332935-7  DATE DUE: MAY 1, 2007
PERRY GOERNER  PERRY GOERNER  AME: PERRY GOERNER  MOUNT: \$2,810.06	-Borrower -Borrower  FIRST PAYMENT &	-Borrowe DUPON  LOAN NUMBER: 047-332935-7
PERRY GOERNER  AME: PERRY GOERNER  MOUNT: \$2,810.06	-Borrower  -Borrower  FIRST PAYMENT C	-Borrows  DUPON  LOAN NUMBER: 047-332935-7  DATE DUE: MAY 1, 2007  Llocation after the 15th calendar day following
PERRY GOERNER  WIE: PERRY GOERNER  JOURT: \$2,810.06  late charge will be assessed if a due date indicated above.	-Borrower  -Borrower  FIRST PAYMENT C.  payment is received at this designated	-Borrows  DUPON  LOAN NUMBER: 047-332935-7  DATE DUE: MAY 1, 2007  Location after the 15th calendar day following  overnight mail service, send payment to
PERRY GOERNER  AME: PERRY GOERNER  MOUNT: \$2,810.06  late charge will be assessed if a clue data indicated above.  entl payment to:	-Borrower  -Borrower  FIRST PAYMENT C  payment is received at this designated  Using Homeco  Home	-Borrowe  DUPON  LOAN NUMBER: 047-332935-7  DATE DUE: MAY 1, 2007  Location after the 15th calendar day following  overnight mail service, send payment to: comings Financial, LLC (f/k/a Homesonline
hange of Borrower(s) mailing PERRY GOERNER  AME: PERRY GOERNER MOUNT: \$2,810.06	-Borrower  -Borrower  FIRST PAYMENT C  payment is received at this designated  Using Homeco  Home	-Borrowe  DUPON  LOAN NUMBER: 047-332935-7  DATE DUE: MAY 1, 2007  Location after the 15th calendar day following  overnight mail service: send payment to:

Phoenix, AZ 85062-8426

Phoenix, AZ 85034-9700

12-12020-mg Doc 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I. Exhibit 30 Pg 13 of 25

## **INSURANCE REQUIREMENTS**

Borrower: PERRY GOERNER

Borrower:

Borrower:

Borrower: Borrower:

Borrower:

Property Address: 12 WANTAGE SCHOOL ROAD

SUSSEX, NJ 07461

#### **COVERAGE**

Insurance coverage must equal the lesser of:

o 100% of the Insurable Value of the improvements as established by the property insurer; OR

The unpaid principal amount of the first mortgage and, if applicable, the second mortgage loan amount as long as it equals the minimum amount (80% of the Insurable Value of the improvements as established by the property insurer) required to compensate for damage or loss computed on a replacement cost basis.

Policies that exclude coverage (in whole or in part) for loss caused by windstorm, hurricane, hail damage, or any other peril that is normally included under a standard extended coverage endorsement will only be acceptable when accompanied by a separate policy or endorsement which provides adequate coverage.

Unless state law requires a higher deductible, hazard and wind loss deductibles up to 5% of the face amount of the insurance policy are acceptable for all property types.

## LENDER ENDORSEMENT

Policy must contain extended coverage (special form HO-3 or HO-5) and 438BFUNS or 438BFU endorsement to:

Homecomings Financial, LLC (f/k/a Homecomings Financial Network, Inc.), its successors and/or assigns P.O. Box 100585 Florence, SC 29501-0585

## FINANCIAL RATING OF INSURANCE COMPANY

The policy must be underwritten by an insurer that holds a Best Insurance Guide rating of Class B III, A II or better; however, a higher rating may be required depending on the loan type. The insurer must be licensed or authorized by law to conduct business in the jurisdiction where the mortgaged premises is located.

### PREPAID PREMIUM

Insurance premium must be prepaid for one year on all purchase transactions. On refinance transactions the policy must have a remaining term of at least 3 months. When the refinance loan is escrowed for insurance, HFN will collect sufficient funds at closing to enable us to pay the renewal premium when due.

Copy of Master policy required on all condominium and applicable PUD projects.

Special Requ	irements Closing Agent Must Complete
Hazar	Insurance (Check if applicable)
Name of Agent:	
Address:	
Telephone Number:	
	Insurance (Check if applicable)
Name of Agent:	
Address:	
Telephone Number:	
	orm insurance (Check if applicable)
Name of Agent:	
Address:	
Telephone Number:	

12-12020-mg Doc 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I.

New Jersey Department of Community Affairs Exhibit 30 Pg 14 of 25 INITIAL TAX

Division of Local Government Services Division of Local Government Services AUTHORIZATION NOTICE TRANSACTION TYPE: Owner Authorization Mortgage Purchase 1. Property Information: Municipality: SUSSEX County: SUSSEX Block: Lot: Qualification: Acct. #: Property Location: 12 WANTAGE SCHOOL ROAD, SUSSEX, NJ 07461 Owner Name: PERRY GOERNER Owner Mailing Address: 12 WANTAGE SCHOOL ROAD SUSSEX, NJ 07461 2. Mortgagee Information 3. Servicing Organization Information Name: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL Name: NETWORK, INC.) Address: 9 SYLVAN WAY, SUITE 100 Address: PARSIPPANY, NJ 07054 Contact: Contact: Phone #: 973-829-1100 Phone #: Bank Code #: Bank Code #: Loan Number: 047-332935-7 Loan Number: 4. Send Duplicate Tax Bill? Yes Fee Enclosed \$ TAX BILL INSTRUCTIONS -5. OWNER AUTHORIZATION 6. Selection of Alternate Tax Bill Recipient (Do not use for mortgage purchase) (Tax bill will be sent to the mortgagee unless this section is completed) This form is to serve as authorization to indicate on the Until further written notice from the undersigned, the municipality's tax collection records that all current and future mortgagee hereby authorizes the tax collector to send all tax bills on the property described above are to be forwarded to current and future tax bills for the property described above to the mortgagee or its designee noted herein unless otherwise the following organization: indicated. This authorization is assignable in the event the mortgagee or servicing organization sells, assigns or transfers Servicing Organization (# 3 above): X the servicing of the mortgage loan to another mortgagee or Tax Processor: [ (fill in the following) servicing organization, pursuant to P.L. 1990, c. 69 and N.J.A.C. 5:33-4.1 et seq. Name: Owner's Signature: Address: Type Name: PERRY GOERNER Date: Contact: Owner's Signature: Phone #: Type Name: Bank Code #: Loan Number: 7. Foreclosure notice request (pursuant to N.J.S.A. 54:5-104,48) Mortgagee's Authorization: This form is to serve as notice that the undersigned Signature: mortgagee requests notice of foreclosure in the event of In Name: Rem tax foreclosure proceedings on the above listed 8. Acknowledgment by Collector: Signature of mortgagee representative Tax Collector: Typed Name and Title: 9. This form prepared on (date) MARCH 30TH, 2007 , by (name), MOUNCE-CORTEZ for (company), HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)

Distribution: Original, Tax Collector; copy 1, servicing organization; copy 2, owner; copy 3, mortgages.

983(NJ) (9608)

Pege 1 of 4 VMP MORTGAGE FORMS - (800)521-7291 MFCD8925 (08/2006) / 047-332935-7



, at (phone) 973-829-1100

New Jersey Department of Community Affairs	Filed 07/31/13	I.
Division of Local Government Services	AUTHORIZATION NOTICE	
TRANSACTION TYPE: Owner Authorizat	ion Mortgage Purchase	
Property Information:     Municipality: SUSSEX     Block:     Lot: Qualification	County: SUSSEX	
Quarification	AROL, T.	
, 5003BA, 141	<b>07461</b>	
Owner Name: PERRY GOERNER		
Owner Mailing Address: 12 WANTAGE SCHOOL ROAD SUSSEX, NJ 07461		
2. Mortgagee Information	3. Servicing Organization Information	
Name: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)	Name:	
Address: 9 Sylvan Way, Suite 100 PARSIPPANY, NI 97054	Address:	
Contact:	Contact:	
Phone #: 973-829-1100  Bank Code #:	Phone #: Bank Code #:	
Loan Number: 047-332935-7	Loan Number:	
4. Send Duplicate Tax Bill? Yes Fee Enclosed TAX BILL INSTRUCTIONS	\$	
<ol> <li>OWNER AUTHORIZATION</li> <li>(Do not use for mortgage purchase)</li> </ol>	6. Selection of Alternate Tax Bill Recipient (Tax bill will be sent to the mortgagee unless this section is completed)	
This form is to serve as authorization to indicate on the municipality's tax collection records that all current and future tax bills on the property described above are to be forwarded to the mortgagee or its designee noted herein unless otherwise indicated. This authorization is assignable in the event the mortgagee or servicing organization sells, assigns or transfers the servicing of the mortgage loan to another mortgagee or servicing organization, pursuant to P.L. 1990, c. 69 and N.J.A.C. 5:33-4.1 et seq.	Until further written notice from the undersigned, the mortgagee hereby authorizes the tax collector to send all current and future tax bills for the property described above to the following organization:  Servicing Organization (# 3 above):   Tax Processor:   (fill in the following)  Name:	
Owner's Signature:		
Type Name: PERRY GOERNER	Address:	
Owner's Signature:	Contact:	
Type Name:	Phone #: Bank Code #:	
Date:	Loan Number:	
7. Foreclosure notice request (pursuant to N.J.S.A. 54:5*104.48)	Mortgagee's Authorization:	
This form is to serve as notice that the undersigned mortgages requests notice of foreclosure in the event of In Rem tax foreclosure proceedings on the above listed property.	Signature: Name: Title:	
Date:	8. Acknowledgment by Collector: Date:	
Signature of mortgagee representative Typed Name and Title:	Tax Collector:	
Typectvanic and time:	Municipality:	
9. This form prepared on (date) MARCH 30TH, 2007	, by (name), MOUNCE-CORTEZ	
for (company), HOMECOMINGS FINANCIAL. LLC (F/K/A E		

Copy 1, Servicing Organization

12-12020-mg Doc 4579-9	Filed 07/31/13 Entered 08/08/13 13:33:43	Exhibit I.
New Jersey Department of Community Affairs Division of Local Government Services	Exhibit 20 Pg 16 of 25 INITIAL TAX AUTHORIZATION NOTICE	
TRANSACTION TYPE: Owner Authorizat	ion Mortgage Purchase	
Property Information:     Municipality: SUSSEX     Block: Lot: Qualification	County: SUSSEX on: Acct. #:	
Property Location: 12 WANTAGE SCHOOL ROAD, SUSSEX, NJ	07461	
Owner Name: PERRY GOERNER		
•		
Owner Mailing Address: 12 WANTAGE SCHOOL ROAD SUSSEX, NJ 07461		
2. Mortgagee Information	3. Servicing Organization Information	
Name: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL	Name:	
NETWORK, INC.) Address: 9 SYLVAN WAY, SUITE 100	Address:	
PARSIPPANY, NJ 07054 Contact:		
Phone #: 973-829-1100	Contact: Phone #:	
Bank Code #: Loan Number: 047-332935-7	Bank Code #:	
77, 33 <u>2</u> 333_7	Loan Number:	
4. Send Duplicate Tax Bill? Yes Fee Enclosed TAX BILL INSTRUCTIONS	\$	
5. OWNER AUTHORIZATION (Do not use for mortgage purchase)	6. Selection of Alternate Tax Bill Recipient (Tax bill will be sent to the mortgagee unless this section is completed)	
This form is to serve as authorization to indicate on the municipality's tax collection records that all current and future tax bills on the property described above are to be forwarded to the mortgagee or its designee noted herein unless otherwise indicated. This authorization is assignable in the event the mortgagee or servicing organization sells, assigns or transfers the servicing of the mortgage loan to another mortgagee or servicing organization, pursuant to P.L. 1990, c. 69 and N.J.A.C. 5:33-4.1 et seq.	Until further written notice from the undersigned, the mortgagee hereby authorizes the tax collector to send all current and future tax bills for the property described above to the following organization:  Servicing Organization (# 3 above):   Tax Processor:   (fill in the following)  Name:	
Owner's Signature:	Address:	
Type Name: PERRY GOERNER		
Owner's Signature:	Contact: Phone #:	
Type Name: Date:	Bank Code #:	
7. Foreclosure notice request (pursuant to N.J.S.A. 54:5-104:48)	Loan Number:	
This form is to serve as notice that the undersigned	Mortgagee's Authorization: Signature;	
MOITgagee requests notice of foreclosure in the avent of In	Name:	
Rem tax foreclosure proceedings on the above listed	Title:	
	8. Acknowledgment by Collector:	
Signature of mortgagee representative Date:	Date:	
Typed Name and Title:	Tax Collector:	
	Municipality:	
9. This form prepared on (date) MARCH 30TH, 2007		
	, by (name), MOUNCE-CORTEZ	
for (company), HOMECOMINGS FINANCIAL, LLC (F/K/A E	OMECOMINGS FINANCIAL NETWORK, INC.)	
ppy 2, Owner	, at (phone) 973-829-1100	

(9608) (9608)

12-12020-ma Doc 4579-9	Filed 07/31/13 Entered 08/08/13 13:33:43	Exhibit I.
New Jersey Department of Community Affairs Division of Local Government Services	Exhibit 30 Pg 17 of 25 INITIAL TAX AUTHORIZATION NOTICE	
TRANSACTION TYPE: Owner Authoriza		
Property Information:     Municipality: SUSSEX     Block: Lot: Qualificati      Property Location: 12 WANTAGE SCHOOL ROAD, SUSSEX, NJ	Awt. #.	
Owner Name: PERRY GOERNER		
Owner Mailing Address: 12 WANTAGE SCHOOL ROAD SUSSEX, NJ 07461		
2. Mortgagee Information	3. Servicing Organization Information	
Name: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)	Name:	
Address: 9 Sylvan way, suite 100 Parsippany, nj 07054	Address:	
Contact: Phone #: 973-829-1100 Bank Code #: Loan Number: 047-332935-7	Contact: Phone #: Bank Code #: Loan Number:	
4. Send Duplicate Tax Bill? Yes Fee Enclosed TAX BILL INSTRUCTIONS	\$	
5. OWNER AUTHORIZATION (Do not use for mortgage purchase)	6. Selection of Alternate Tax Bill Recipient (Tax bill will be sent to the mortgagee unless this section is completed)	
This form is to serve as authorization to indicate on the municipality's tax collection records that all current and future tax bills on the property described above are to be forwarded to the mortgagee or its designee noted herein unless otherwise indicated. This authorization is assignable in the event the mortgagee or servicing organization sells, assigns or transfers the servicing of the mortgage loan to another mortgagee or servicing organization, pursuant to P.L. 1990, c. 69 and N.J.A.C. 5:33-4.1 et seq.	Until further written notice from the undersigned, the mortgagee hereby authorizes the tax collector to send all current and future tax bills for the property described above to the following organization:  Servicing Organization (# 3 above):   Tax Processor:   (fill in the following)  Name:	
Owner's Signature:	Address:	
Type Name: PERRY GOERNER  Owner's Signature:  Type Name: Date:  7. Foreclosure notice request (pursuant to N.J.S.A. 54:5-104:48)	Contact: Phone #: Bank Code #: Loan Number:	
This form is to serve as notice that the undersigned mortgagee requests notice of foreclosure in the event of In Rem tax foreclosure proceedings on the above listed property.	Mortgagee's Authorization: Signature: Name: Title:	
Signature of mortgagee representative	8. Acknowledgment by Collector:	
Typed Name and Title:	Tax Collector:  Municipality:	
This form prepared on (date) MARCH 30TH, 2007	harden )	
or (company), HOMECOMINGS FINANCIAL, LLC (F/K/A H	, by (name), MOUNCE-CORTEZ OMECOMINGS FINANCIAL NETWORK, INC.)	
oy 3, Mortgagee	, at (phone) 973-829-1100 .	

-983(NJ) (9608)

\*\* IMPORTANT \*\*

## **ALL CLOSING AGENTS**

CLOSED PACKAGES
MUST BE RETURNED
BY EXPRESS MAIL OR COURIER
WITHIN \*48\* HOURS
OF DISBURSEMENT
OR A PENALTY WILL
BE ASSESSED

RETURN TO: Homecomings Financial

One Meridian Crossing, Suite 100 / 03-06-40 Minneapolis, MN 55423 ATTN: POST CLOSING

U.S. DEPARTMENT OF HOUSING AND URBANDEVELORMENT 9-9 SETTLEMENT STATEMENT Exhitoeto20cettenErQysto2 ponter2520207 at 18:30 CPN L. SETTLEMENT CHARGES 700. TOTAL SALES/BROKER'S COMMISSION based on price \$= PAID FROM PAID FROM BORROWER'S Division of commission (tine 700) as follows: SELLER'S 701. \$ FUNDS AT FUNDS AT 702. \$ SETTLEMENT SETTLEMENT 703. Commission paid at Seitlement 800. ITEMS PAYABLE IN CONNECTION WITH LOAN 801. Loan Origination Fee % 802. Loan Discount % 803. Appreisal Fee to Kensington Financial Services, LLC (P.O.C.) 275.00 Buyer. 804. Credit Report 805. Lender's Inspection Fee 808, Mortgage Application Fee to Kensington Financial Services, LLC 807. Commilment Fee to Homecomings Financial Network, LLC 450.00 808. Broker Fee to Kensington Financial Services, LLC 665.00 809. Flood Cert Fee to First American Flood Data Service 2,821.88 (P.O.C.) 6.00 Buyer 810. Tax Service Fee to First American Tax Vendor 811, Broker Fee from HF to Broker to Kensington Financial Services, LLC (P.O.C.) 60.00 Buyer 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE \$3,695,85 POC by Lender 901, Interest From 04/04/2007 to 04/01/2007 902. Mortgage Insurance Premium for lday Days -198,80 to 903, Hazard insurance Premium for to 904. 905. 1000, RESERVES DEPOSITED WITH LENDER FOR 1001. Hazard Insurance 9 mo @\$ 56.00 /mg 1002, Mortgage Insurance LR 504.00 mo. @ \$ <u>imo</u> 1003. City Property Tax mo. @\$ /mo 1004. County Property Tax 2 mo. @\$ 499.09 /mo 1005, Annual Assessments LR 998.18 mo, @ \$ 1009. Aggregate Analysis Adjustment to Homecomings Financial Network, LLC 1100. TITLE CHARGES LR -611.09 1101. Seitlement or closing fee to Crescent Lake Settlement Services LLC 1102. Abstract or title search 375,00 1103. Title examination 1104. Tille insurance binder 1105. Document Preparation 1106. Notary Fees 1107. Attorney's fees (includes above items No: 1108. Tille Insurance to Fidelity National Title Insurance Company (includes above items No: 1,347.00 1109, Lender's Policy 322,500.00 - 1,002.00 1110. Owner's Policy 1111. 1112. 1113. 1200. GOVERNMENT RECORDING AND TRANSFER CHARGES 1201. Recording Fees Deed \$ : Mortgage \$ 225.00 :Release \$ 75.00 1202. Realty Transfer Fee 300.00 Deed \$ : Mortgage \$ 1203, Deed \$ ; Mortgage \$ ; Release \$ 1204. Deed \$ : Mortgage \$ 1205. 1300, ADDITIONAL SETTLEMENT CHARGES 1301. Survey 1302. Pest Inspection 1303, 2nd Quarter to Wanatage Township

0.00

	1,497.27
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Sect	ion J and 502, Section K) 8,148.44
HUD CERTIFICATION OF BUY I have carefully reviewed the HUD-1 Sottement Statement and to the best of my knowledge and or by me in this transaction. I further certify that I have received a copy of the HUD-1 Sottement	FER AND SELLER  botom, it is a linu and accountle statement of all receipts and distrumsments made on my occurry.  Statement.
Perfy Goembr	8757 611 8148,44
WARNING, IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMPLAR POPIL, PERULITIES UPON CONVICTION ( CAN INCLUDE A FINE AND IMPRISONMENT, FOR DETAILS SER TITLE 18: U.S. CODE SECTION 1001 AND SECTION 1010.	The HUD-1 Settlement Statement which I have prepared is a line and occurring account of this transportant. I have coursed or will cause the Sards to be disbursed in accordance with this statement.  SETTLEMENT AGENT:
	DATE;

Exhibit I.

Filed 07/31/13 Entered 08/06/13/3333:43 A Settle Doc 4579-9 Exhibit 30 Department of Housing and Urban Development OMB Approval No. 2502-0268 (expires 9/30/2006) 2. DFmHA 3. DConv. Unins. 1. OFHA 6. File Number 6. CONV. Ins.

O7-1034:

The form is burnshed to the year a mumeran or actual selection flower. Amounts pate to and by the stable providing to the selection of actual selections. Amounts pate to and by the stable providing the control of the selection of the se 4. **DVA** 7. Loan Number 8. Mortgage Insurance Case Number C. Note: TitleExpress Settlement System D. NAME OF BORROWER: Perry Goerner Prioted 03/30/2007 at 18:30 CPN ADDRESS: 12 Wantage School Road, Sussex E. NAME OF SELLER: ADDRESS: F. NAME OF LENDER: Homecomings Financial Network, LLC AUDRESS: 9 Sylvan Way, Suite 310, Parsippany, NJ 07054 G. PROPERTY ADDRESS: 12 Wantage School Road, Sussex, NJ 07461 Borough of Sussex H. SETTLEMENT AGENT: Crescent Lake Settlement Services LLC, Telephone: 518-222-2017 Fax: 516-222-2315 PLACE OF SETTLEMENT: 585 Stewart Avenue, Sulte 505, Garden City, NY 11630 J. SUMMARY OF BORROWER'S TRANSACTION: 100. GROSS AMOUNT DUE FROM BORROWER K. SUMMARY OF SELLER'S TRANSACTION: 101. Contract sales price 400. GROSS AMOUNT DUE TO SELLER 102. Personal Property 401. Contract sales price 103. Settlement charges to borrower (fine 1400) 402. Personal Property 8,148.44 104. Payoff of First Mortgage Loan 403, 178,394,14 Washington Mutual 404. 105. Payoff of Second Mortgage Loan 46,310.08 405. Adjustments for items paid by seller in advance 106. City/town taxes Adjustments for itams paid by seller in advance. 107. County taxes 405. City/lown taxes 108. Assessments 407. County faxes 109 408. Assessments 110. 409. 111. 410. 112 411. 120. GROSS AMOUNT DUE FROM BORROWER 412 200. AMOUNTS PAID BY OR ON BEHALF OF BORROWER 232,852.66 420. GROSS AMOUNT DUE TO SELLER 500. REDUCTIONS IN AMOUNT DUE TO SELLER 201. Deposit or earnest money 202, Principal amount of new loans 501. Excess Deposit (see Instructions) 322,500.00 203. Existing loan(s) taken subject to 502. Settlement charges to setler (line 1400) 204. 503. Existing loan(s) taken subject to 205, 504, 206 505, 207. 506, 208, 507. 209. 508 Adjustments for items unpaid by seller 509. 210. Cjty/town laxes Adjustments for Items unpaid by seller 211. County taxes 510, Cily/town taxes 212. Assessments 511. County taxes 213. 512. Assessments 214. 513 215. 514, 216. 516. 217. 516, 218, 517. 219. <del>518</del>. 220. TOTAL PAID BY/FOR BORROWER 519. 300, CASH AT SETTLEMENT FROM OR TO BORROWER 322,500.00 520. TOTAL REDUCTION AMOUNT DUE SELLER 600. CASH AT SETTLEMENT TO OR FROM SELLER 301. Gross amount due from borrower (line 120) 232,852,85 601. Gross amount due to seller (line 420) 302. Less amounts paid by/for borrower (line 220) 322,500,00 602. Less reduction amount due seller (line 520) 303, CASH TO BORROWER 89,647.34 603. CASH TO SELLER 0.00 SUBSTITUTE FORM 1000 PELL CO.

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SELLER(S) NEW MAILING ADDRESS: SELLER(S) SIGNATURE(S):
GELLER(S) PHONE NUMBERS:
TOTAL NOMBERS:

Exhibit I.

U.S. DEPARTMENT OF HOUSING AND URBAY CEVERS MORTO SETTLEMENT STATEMENT Filed 07/31/13 Entered 00/08/163-13:33:43
Exhibit 10-12 State of 25
Exhibit 10-12 State of 25 PAGE 2 L. SETTLEMENT CHARGES 700. TOTAL SALES/BROKER'S COMMISSION based on price 5 = PAID FROM PAID FROM Division of commission (line 700) as follows: BORROWER'S 701. \$ SELLER'S **FUNDS AT** FUNDS AT 702. \$ SETTLEMENT SETTLEMENT 703. Commission paid at Settlement 800, ITEMS PAYABLE IN CONNECTION WITH LOAN 801. Loan Origination Fee % 802. Loan Discount 803. Appraisal Fee to Kensington Financial Services, LLC 804. Credit Report (P.O.C.) 275.00 Buyer 805. Lender's Inspection Fee 608, Mortgage Application Fee to Kensington Financial Services, LLC 807. Commilment Fee to Homecomings Financial Network, LLC 450.00 808. Broker Fee to Kensington Financial Services, LLC LR 665,00 2,821,88 809. Flood Cert Fee lo First American Flood Data Service 810. Tax Service Fee to First American Tax Vendor (P.O.C.) 8.00 Buyer 811. Broker Fee from HF to Broker to Kensington Financial Services, LLC (P.O.C.) 60.00 Buyer 900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE \$3,695.85 FOC by Lender 901, Interest From 04/04/2007 to 04/01/2007 902. Mortgage insurance Premium for **@\$** /day Days -198.80 903. Hazard Insurance Premium for to 904, 905. 1000, RESERVES DEPOSITED WITH LENDER FOR 1001, Hazard Insurance 9 mo. @ \$ 1002, Mortgage Insurance 56.00 Ino LR mo. @ \$ 504,00 1003. City Property Tax /mo Mo. @\$ 1004. County Properly Tax <u>ζ</u>mο 2 mo. @\$ 1006. Annual Assessments 499,09 /mo LR 1009. Aggregate Analysis Adjustment to Homecomings Financial Network, LLC по.@\$ 998.18 1100. TITLE CHARGES LR -611.09 1101. Settlement or closing fee 0.00 jo Crescent Lake Settlement Services LLC 1102. Abstract or tille search 1103. Title examination 375,00 1104. Tille insurance binder 1105. Document Preparation 1106. Notary Fees 1107. Allomey's fees (includes above items No: 1108. Tille Insurance to Fidelify National Title Insurance Company (includes above items No: 1109, Lender's Policy 1,347.00 322,500.00 -1,002.00 1110. Owner's Policy 1111 1112 1113. 1200: GOVERNMENT RECORDING AND TRANSFER CHARGES 1201, Recording Fees Deed \$ ; Martgage \$ 225,00 :Release \$ 75.00 1202. Realty Transfer Fee Deed\$ : Mortgage \$ 300,00 1203. Deed \$ : Mortgage \$ ; Release \$ 1204. Deed \$ : Mortgage \$ 1205 1380, ADDITIONAL SETTLEMENT CHARGES 1301. Survey 1302. Pest Inspection 1303, 2nd Quarter to Wanatage Township 1400. TOTAL SETTLEMENT CHARGES 1,497,27 (enter on lines 103, Section J and 502, Section K) HUD CERTIFICATION OF BUYER AND SELLER 8,148,44

There carefully reviewed the HUD-1 Solliprient Statement and to the best of my knowledge and best, it is a true and accurate assument of all receipts and disbursaments made on my occount or by me in this transaction. Hurster certify that I have precisived a copy of the HUD-1 Solliprient Statement.

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATIGMENTS TO THE UNITED STATES ON THIS OR ANY SMILLAR FORM PENALTIES UPON CONVICTION OF AN KOUDE A FINE AND IMPRISOMMENT, FOR DETAILS SEE TITLE 18: U.S., CODE SECTION 1001 AND SECTION 1011.

The HUD-1 Selbemont Statement which inanged on will cause	) i have prepared is a trus and oc a the funds to be disbursed in acc	turelo account of this ordance with this atelement.
SETTLEMENT AGENT:	:	
OCH LEGMENT AGENT:		DATE;

RESPA (Rev-2/95) 2-12020-mg Doc 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I. Exhibit 30 Pg 22 of 25

## Initial Escrow Account Disclosure Statement

Date:	03/30/2007	Loan Number:	047-332935-7	Constitution 1	
and the second	PARSIPPANY, NJ 07	SS.  RÉTAL, LEC (F/K/A HOMEGO  GOMPANY  TE 100  TOSA :		Case Number:	
	ımber: 973-829-11	00		n and the second and the second se	
	WORKIER E		Property 12 Wantag SUSSEX/A	Address: Stroot roab draef	
Mailing Add	ress: 12 Wantage School Sussex, NJ 07461	ROAD			

This is an estimate of activity in your escrow account during the coming year based on payments anticipated to be made from your account.

<b>Month</b>	Payments to	Payments from		
(or Period)	Escrow Account	Escrow Account	Description	Escrow Account Balance
Initial Deposit:				& 891.09
\$205/01/2007	555.09		。 1987年 - 1985年 - 1987年 -	
06/01/2007	555.09	0.00		1446.438
	6 <b>555109</b> (	30°0000		2001.27 2556:36
08/01/2007 	555.09 555209	1497.27	CTY TAX(1497.27)	1614.18
10/01/2007	555.09	672,00 0.00	HAZSANS(672,00)	1497.727 2052.36
12/01/2007 12/01/2007	555,09 555,09	0.00	CTY T <b>AXX16</b> 516.Z73	1130,18**
\$01/01/2008;***	555.09	0.00		1665.27
02/01/2008 03/01/2008	555.09	1497.27	CTY TAX(1497.27)	2220-36 m 1278.18
04/01/2008	555209 555.09	0:00 0:00		1860177
	***			2388.36
rangement along the design of the contraction of th	the and the second second second second second second second			
SAME TO THE PARTY OF THE PARTY				
		45.40		

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.)

	Cushion selected by servicer: \$	1,110.18
which \$ 2,254.97 escrow account.	mortgage payment for the coming year will be \$ will be for principal and interest and \$ 555.09	2810.06 of will go into your
Your first which \$ escrow account. The terms of during the year.	mortgage payment for the coming year will be \$ will be for principal and interest and \$ your loan may result in changes to the monthly principal	of will go into your and interest payments
503R (9502)	VMP MORTGAGE FORMS - (800)521-7291	2/95



12-12020-mg Trutt-4979-9914-iletto-7981413 3:33:43 Exhibit I.

Borrower: PERRY GOERNER 12 WANTAGE SCHOOL ROAD SUSSEX, NJ 07461 credit Exhibit 30 Pg 23 of 25

HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
9 SYLVAN WAY, SUITE 100
PARSIPPANY, NJ 07054

Loan Number: 047-332935-7

Date: 03/30/2007

Annual Percentage Rate	FINANCE CHARGE	Amount Financed	Total of payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments
7.6811%	\$494,922.92	\$316,861.92	as scheduled. \$811,784.84

Your payment schedule will be:

No. of Pmts	Amt. Pmts		Mont Pats Be		No. of Pats	Amt. Pots	of	Monthly Pats Begin	No. of Pats	Amt. of Pats	Monthly Pmts Begin	 <del></del>	 
359 1	2	25	4.97 0.61	05/ 04/	01/2007 01/2037						rucs begin	 	
												 -	

INSURANCE: The following insurance is required to obtain credit: \* Property You may obtain the insurance from anyone that is acceptable to creditor.

SECURITY: You are giving a security interest in real property you already own. Property Address: 12 WANTAGE SCHOOL ROAD, SUSSEX, NJ 07461

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5 % of the overdue payment of principal and interest.

PREPAYMENT: If you pay off your loan early, \* You will not have to pay a penalty. \* You will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property cannot assume the remainder of your loan on the

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

PERRY GOERNER

DATE

Doc 4570e9 Frided 07/21/23 Exhibit 30 P Entered 08/08/13 13:33:43 12-12020-mg Exhibit I. 24 of 25 LENDER: HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.)
9 SYLVAN WAY, SUITE 100 DATE: 03/30/2007 PARSIPPANY, NJ 07054 LOAN NO.: 047-332935-7 TYPE: ADV 30YR NA BORROWERS: PERRY GOERNER ADDRESS: 12 WANTAGE SCHOOL ROAD CITY/STATE/ZIP: SUSSEX, NJ 07461 PROPERTY: You are entering into a transaction that will result in a mortgage on your home. You have a legal right under

federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following

(1) (2) The date of the transaction, which is MARCH 30TH, 2007

The date you received your Truth in Lending disclosures; or

(3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home-or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation

HOW TO CANCEL	
If you decide to cancel this transaction, you may do so by notifying us in writing at:	
HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) 9 Sylvan Way, Suite 310 Parsippany, NJ 07054 FAX: (973) 829-1900	
You may use any written statement that is signed and dated by you and states your intention to cancel are you may use this notice by dating and signing below. Keep one copy of this notice because it contains importain about your rights.	nd/or int
If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of APRIL 3RD, 2 (or MIDNIGHT of the THIRD BUSINESS DAY following the latest of the three events above address no later than that time.	3007 s
I WISH TO CANCEL	

SIGNATURE DATE The undersigned each acknowledge receipt of two copies of NOTICE of RIGHT TO CANCEL and one copy of the

Federal Truth in Lending Disclosure Statement, all given by lender in compliance with Truth in Lending Simplification and Reform Act of 1980 (Public Law 96-221). Each borrower in this transaction has the right to cancel. The exercise of this right by one borrower shall be effective to

PERRY GOERNER Date Date

12-12020-mg Doc 4579-9 Filed 07/31/13 Entered 08/08/13 13:33:43 Exhibit I. Exhibit 30 Pg 25 of 25

Date:

MARCH 30TH, 2007

Loan Number:

047~332935~7

Borrower:

PERRY GOERNER

Property Address: 12 WANTAGE SCHOOL ROAD

SUSSEX, NJ 07461

### TAX CERTIFICATE

#### INSTRUCTIONS TO CLOSING AGENT OR ATTORNEY:

Please verify all information on this form and make any necessary corrections below. Obtain and pay any bills which are past due, currently due, or, if available, which will be due within the next 60 days following the date of loan closing.

Verify the appropriate sections for each type of tax that HOMECOMINGS FINANCIAL, LLC (F/K/A HOMECOMINGS FINANCIAL NETWORK, INC.) will receive as a separate tax statement.

Enter the name and address of the taxing authority. If a combination of taxes are on the same statement, please show which taxes are combined (e.g. City and School).

NAME & ADDRESS OF TAXING AUTHORITY	LAST DUE DATE PAID	AMOUNT LAST PAID	NEXT DUE DATE (PAYABLE WITHOUT PENALTY)	AMOUNT NEXT DUE (ESTIMATE IF NECESSARY)
COUNTY	05/02/2007	1,497.27	08/01/2007	1,497.27
CITY				
TOWN				
SCHOOL.				
SPECIAL ASSESSMENT				
OTHER				

rax I.D. Number	APN :	#1:	BLOCK:	43	LOT:	7.18	

APN #2:

County: SUSSEX

Legal Description:

Legal description attached hereto and made a part hereof

I have reviewed the above information and ha	ave made any necessary corrections.	
Closing Agent/Attorney	Date	